

Natchitoches City Council will have a pre-council meeting beginning at 5:00 p.m. and ending at 5:30 p.m. to discuss non-agenda items. The City Council meeting will begin promptly at 5:30 p.m. on the second and fourth Monday of each month and will be reserved to only items on the Agenda. The public is invited to both the pre-council meetings and council meetings with the understanding that items not on the agenda will not be discussed at the scheduled council meetings, but the public is welcome to discuss any topic at the pre-council meetings. The City Council Meetings are held at the Natchitoches Arts Center located at 716 Second Street, Natchitoches, Louisiana.

**NATCHITOCHES CITY COUNCIL MEETING
DECEMBER 8, 2014
5:30 P.M.**

A G E N D A

1. **CALL TO ORDER**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **READING AND APPROVAL OF THE MINUTES OF NOVEMBER 24, 2014**
5. **SPECIAL RECOGNITION: Presented by: The Concerned Citizens of the Bailey Heights Community**
6. **ORDINANCES – FINAL:**
 - #049 Nielsen** Ordinance Authorizing The Mayor Of The City Of Natchitoches To Award The Bid For The Relocation Of Waterlines and Sewer Lines on South Drive (**Bid No. 0558**)
 - #050 Mims** Ordinance Authorizing The Mayor Of The City Of Natchitoches, Louisiana, To Enter Into A Boundary Agreement With Janith C. Frederick And Emilyn M. Horton, To Establish With Certainty The Boundary Between Property Of The City And Property Of Frederick And Horton, Providing For Advertisement And Providing For An Effective Date
7. **ORDINANCES – INTRODUCTION:**
 - #051 Morrow** Ordinance Approving A Lease Between The City Of Natchitoches And Foshee Dusting Co., Inc., Of A Lot In The Natchitoches Regional Airport And Authorizing The Mayor Of The City Of Natchitoches, Lee Posey, To Execute A Lease In Favor Of Foshee Dusting Co., Inc., And Further Providing For Advertising Of The Lease And An Effective Date
 - #052 Stamey** Ordinance Authorizing The Mayor Or His Designee To Advertise An Airport Hanger Lease For Maintenance Shop, Establishing The Terms And Conditions For Said Lease Which Will Include Obligation Of Lessee To Provide An Experienced Aircraft Mechanic And Aircraft Mechanics Shop For Fixed Wing And Rotor Wing Aircraft, Authorizing Mayor To Execute Lease After Due Advertisements And Compliance With Law In Accordance Louisiana Revised Statutes 2:135.1.

8. **RESOLUTIONS:**

#120 **Payne**

Resolution Authorizing The Mayor To Enter Into A Contract With Midwest Employers Casualty Company For The Workers' Compensation Excess Coverage Policy For The City of Natchitoches

#121 **Nielsen**

Resolution Authorizing The Mayor To Advertise And Accept Bids For The Electric Distribution Extension Along LA 478 To I-49 (**Bid No. 0561**)

#122 **Mims**

Resolution Authorizing The Mayor To Advertise And Accept Bids For The Rehabilitation Of The City Pool (**Bid No. 0560**)

9. **MOTION TO AMEND AGENDA**

Added agenda item – Demolition - Michael Murphy property, 820 July Street.

10. **ANNOUNCEMENTS:**

- There will not be a City Council meeting on **Monday, December 22, 2014.**
- The City of Natchitoches offices will be closed **Wednesday, December 24th** and **Thursday, December 25, 2014** for the Christmas Holidays and **Wednesday, December 31, 2014 & Thursday, January 1, 2015** for New Years.
- The next scheduled City Council meeting will be **January 12, 2015.**

11. **ADJOURNMENT:**

NOTICE TO THE PUBLIC

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office at (318) 352-2772 describing the assistance that is necessary.
If you wish to address the Council, please complete the "**Request to Address City Council**" form located on the entrance table.

**PROCEEDINGS OF THE CITY COUNCIL
OF THE CITY OF NATCHITOCHES, STATE OF LOUISIANA,
REGULAR MEETING HELD ON
MONDAY, DECEMBER 8, 2014 AT 5:30 P.M.**

The City Council of the City of Natchitoches met in legal and regular session at the Natchitoches Arts Center, 716 Second Street, Natchitoches, Louisiana on Monday, December 8, 2014 at 5:30 p.m.

There were present:

Mayor Lee Posey
Councilman At Large Don Mims, Jr.
Councilman Dale Nielsen
Councilman Larry Payne
Councilman David Stamey
Councilwoman Sylvia Morrow

Guests: Concerned Citizens of the Bailey Heights Community

Absent: None

Mayor Lee Posey called the meeting to order and welcomed everyone for coming. Michael Braxton was asked to lead the invocation and Councilwoman Morrow was asked to lead the pledge of allegiance.

Mayor Posey then called for the reading and approval of the minutes for the November 24, 2014 meeting. Mr. Mims moved that we dispense with the reading of the minutes and approval of same. Seconded by Ms. Morrow. The roll call vote was as follows:

Ayes:	Payne, Nielsen, Mims, Stamey, Morrow
Nays:	None
Absent:	None
Abstain:	None

Mr. Johnny Barnes with the Concerned Citizens of the Bailey Heights Community recognized several individuals at the meeting. Most were residents of the Bailey Heights Community and each were recognized for keeping their property in this community clean. Mr. Barnes stated each work hard to make our community look better and this sets an example for the rest of the residents in the community.

The following Ordinance was Introduced by Mr. Nielsen and Seconded by Mr. Stamey as follows, to-wit:

ORDINANCE NO. 049 OF 2014

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY
OF NATCHITOCHES TO AWARD
THE BID FOR THE RELOCATION OF WATERLINES AND SEWER LINES ON
SOUTH DRIVE**

(BID NO. 0558)

WHEREAS, Resolution No.103 of 2014 was passed by the Natchitoches City Council on October 13, 2014 authorizing the Mayor to advertise for bids for the relocation of waterlines and sewer lines on South Drive (Bid No. 0558); and

WHEREAS, this bid was advertised in the *Natchitoches Times* on October 16, October 23rd, and October 30, 2014, in accordance with law; and

WHEREAS, three bid proposals were received and opened as follows:

- | | |
|---|----------------|
| (1) Regional Construction
Natchitoches, LA ----- | \$918,417.50 |
| (2) Don M. Barron Contractor Inc.,
Farmerville, LA ----- | \$1,049,881.00 |
| (3) David Lawler Construction Inc.,
Shreveport, LA ----- | \$1,190,325.00 |

WHEREAS, on November 17, 2014 the appointed committee members of Pat Jones, Director of Finance, Edd Lee, Director of Purchasing, Don Mims, Councilman At Large, Bryan Wimberly, Director of Utilities and Nolan Johnson, Professional Engineer with N & A, Inc., reviewed the bids received; and

WHEREAS, the awarding of this bid requires the Louisiana Department of Transportation and Development concurrence prior to executing any contract or documents; and

WHEREAS, the above appointed committee members unanimously recommend the City award the bid to the lowest bidder, Regional Construction of Natchitoches, LA in the amount of \$918,417.50, subject to the Louisiana Department of Transportation and Development ; and

NOW, THEREFORE, BE IT RESOLVED, that the Honorable Lee Posey, Mayor, is hereby authorized, empowered and directed to sign any and all documents necessary for acceptance of this bid.

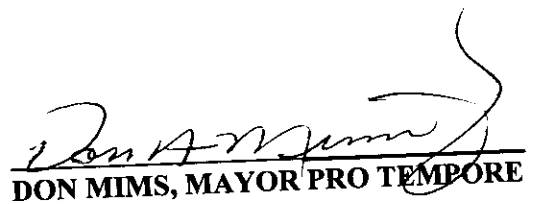
THIS ORDINANCE was introduced on November 24, 2014 and published in the *Natchitoches Times* on November 29, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES: Payne, Nielsen, Mims, Stamey, Morrow
NAYS: None
ABSENT: None
ABSTAIN: None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to
0 Nays this 8th day of December, 2014.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 9th day of December 2014 at 10:00 A.M.



CITY OF NATCHITOCHES
PURCHASING DEPARTMENT

November 17, 2014

Mayor Lee Posey
City Hall
Natchitoches, LA 71457

Dear Mayor Posey,

The appointed committee of Pat Jones, Edd Lee, Bryan Wimberly and Don Mims, has reviewed the engineer's recommendation submitted by Mr. Nolan Johnson, Professional Engineer, with N & A, Inc., Natchitoches, LA, on Bid # 0558, for the Relocation of water and sewer lines on South Drive project.

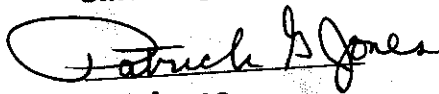
The committee was unanimous in its decision to award the bid to the lowest bidder, Regional Construction, Natchitoches, LA in the amount of \$918,417.50. The other bids received were from Don M. Barron Contractor Inc., Farmerville, LA in the amount of \$1,049,881.00 and David Lawler Construction Inc., Shreveport LA, in the amount of \$1,190,325.00.

This bid award is contingent on the concurrence of the Louisiana Department of Transportation and Development.

All bids are kept at the City Purchasing Department, 1400 Sabine Street, Natchitoches, LA 71457. Anyone desiring to view the bids may do so at that location.

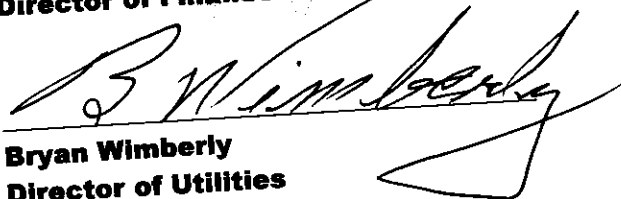
We request ratification of this award at the City Council meeting on November 24, 2014.

Sincerely,


Pat Jones
Director of Finance


Edd Lee
Director of Purchasing


Don Mims
Councilman At Large


Bryan Wimberly
Director of Utilities

1400 SABINE STREET NATCHITOCHES, LA 71457 (318)357-3871 FAX:(318)357-3869 WWW.NATCHITOCHESLA.GOV

The following Ordinance was Introduced by Mr. Mims and Seconded by Mr. Payne as follows,
to-wit:

ORDINANCE NO. 050 OF 2014

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LOUISIANA, TO ENTER INTO A BOUNDARY AGREEMENT WITH JANITH C. FREDERICK AND EMILYN M. HORTON, TO ESTABLISH WITH CERTAINTY THE BOUNDARY BETWEEN PROPERTY OF THE CITY AND PROPERTY OF FREDERICK AND HORTON, PROVIDING FOR ADVERTISEMENT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Natchitoches (sometimes hereinafter referred to as the "City") is a Municipality located in the State of Louisiana, Parish of Natchitoches governed under a Home Rule Charter and a Code of Ordinances adopted by Ordinance No. 5 of 1977; and

WHEREAS FURTHER, Janith C. Frederick and Emilyn M. Horton (sometimes hereinafter referred to as "Frederick") are the owners of a tract of land located in the City of Natchitoches, being more particularly described as follows, to-wit:

That certain tract of land, located and situated in City of Natchitoches, Louisiana, located on Front Street, within the block bounded by Front Street, Lafayette Street, Ducournau Street and Horn Street, and having a frontage on Front Street of 76.7 feet and being bounded on the East by Front Street, on the North by property, owned now or formerly, by Natchitoches Motor Company, on the West by Ducournau Street, and on the South by property, owned now or formerly, by Cloutier. (sometimes hereinafter referred to as "Frederick Property"); and

WHEREAS FURTHER, the City is the record fee owner of property located at the Southeast corner of the intersection of Second Street and Lafayette Street, which property is more fully described as follows, to-wit:

That certain tract of ground shown, together with all buildings and improvements situated thereon, located in the City and Parish of Natchitoches, Louisiana, being more fully shown and depicted as Tract "A-1A" on a plat of survey by Robert L. Davis, dated February 9, 2010. (sometimes hereinafter referred to as "City Property"); and

WHEREAS FURTHER, the City has requested a new survey of the above City Property and discovered that the Frederick Property parking lot encroaches slightly onto the City Property;
and

WHEREAS FURTHER, the encroachment has existed for a very lengthy period of time and is small, being only 140 square feet, more or less, and said encroachment is shown and depicted on a survey by Robert Lynn Davis, dated November 5, 2015, a copy of which attached hereto and is more fully described thereon as follows, to-wit:

That certain tract of ground, situated in the City and Parish of Natchitoches, Louisiana, being 140 square feet, more or less, and being located in that block bounded by Lafayette Street, Front Street, Horn Street and Second Street, shown and depicted on a survey by Robert Lynn Davis, dated November 5, 2014, and described thereon as follows, to-wit:

From the intersection of the southernmost right of way of Lafayette Street and the westernmost right of way of Front Street, thence North 82 degrees 27 minutes 50 seconds West a distance of 202.02 feet; thence South 8 degrees 32 minutes 46 seconds West a distance of 172.80 feet to the Point of Beginning of the property described herein; thence from the Point of Beginning South 8 degrees 32 minutes 46 seconds West a distance of 1.24 feet; thence North 80 degrees 56 minutes 00 seconds West a distance of 113.81 feet; thence North 9 degrees 20 minutes 5 seconds East a distance of 1.22 feet; thence South 80 degrees 56 minutes 45 seconds East a distance of 113.79 feet to the Point of Beginning.

(Sometimes hereinafter described as "Area of Encroachment"); and

WHEREAS FURTHER, the City anticipates that it will soon transfer title of the City Property to the Industrial Development Board of the City of Natchitoches for the construction of a hotel on the City Property, and desires to clear any potential title problems associated with the City Property; and

WHEREAS FURTHER, in light of the fact that the encroachment is very minor and has existed for a lengthy period of time and in an effort to deliver a clear and merchantable title to the Industrial Development Board of the City of Natchitoches, the City Council of the City of Natchitoches is of the opinion that a Boundary Agreement should be entered into with Frederick to establish a definitive boundary between the Frederick Property and the City Property; and

WHEREAS FURTHER, the City Council of the City of Natchitoches is of the opinion that the Boundary Agreement with Frederick, is in the interest of the City and will help provide economic stimulus for the City of Natchitoches, Louisiana, in that it will help clear the title to the property that is the proposed site for a downtown hotel; and

WHEREAS FURTHER, the City Council of the City of Natchitoches has reviewed the attached Boundary Agreement to be entered into by and between the City of Natchitoches and **Janith C. Frederick and Emilyn M. Horton** and has approved same; and

WHEREAS FURTHER, the City Council of the City of Natchitoches desires to authorize the Mayor of the City of Natchitoches to execute the Boundary Agreement on behalf of the City of Natchitoches; and

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Natchitoches, Louisiana, that the terms of the Boundary Agreement, attached hereto, are approved and accepted by the City Council of the City of Natchitoches, Louisiana.

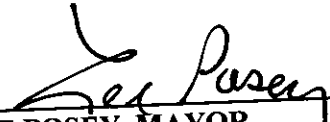
BE IT FURTHER ORDAINED that the Mayor of the City of Natchitoches, Lee Posey is hereby authorized to execute the attached Boundary Agreement with **Janith C. Frederick and Emilyn M. Horton**, and that he be further authorized to execute any and all other document that might be necessary in the premises.

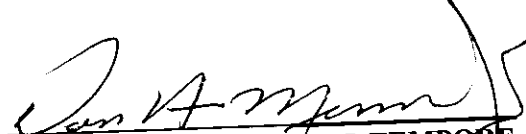
THIS ORDINANCE was introduced on November 24, 2014 and published in the *Natchitoches Times* on November 29, 2014.

The above Ordinance having been duly advertised in accordance with law and public hearing had on same, was put to a vote by the Mayor and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Ordinance passed by a vote of 5 Ayes to 0 Nays this 8th day of December, 2014.


LEE POSEY, MAYOR


DON MIMS, MAYOR PRO TEMPORE

Delivered to the Mayor on the 9th day of December, 2014 at 10:00 A.M.

STATE OF LOUISIANA
PARISH OF NATCHITOCHES

CERTIFICATION ON BACK

BOUNDARY AGREEMENT

BE IT KNOWN that on the dates and at the places hereinafter set forth, before me the undersigned Notaries Public and subscribing witnesses personally came and appeared:

CITY OF NATCHITOCHES, a municipal corporation, domiciled in the City and Parish of Natchitoches, Louisiana, with mailing address of P. O. Box 37, Natchitoches, Louisiana, represented herein by its duly authorized undersigned Mayor, Lee Posey,

(hereinafter sometimes referred to as "City")

AND

Janith C. Frederick Couvillion, formerly known as **Janith Couvillion. Frederick**, wife of Warren Couvillion, but dealing with her separate property herein, a resident of Natchitoches Parish, Louisiana, with mailing address for tax purposes of Post Office Box 119, Natchitoches, Louisiana, 71457, represented herein by her agent and attorney in fact, Luke Frederick, pursuant to the authority granted in that instrument recorded at Conveyance Book 660, page 104

and

Emilyn M. Horton, wife of Steve Horton, dealing herein with her separate and paraphernal property, a resident of the Parish of Natchitoches, Louisiana, with mailing address of tax purposes of Post Office Box 119, Natchitoches, Louisiana, 71457

(hereinafter sometimes referred to collectively as "**Frederick**");

who declared as follows:

The City is the record fee owner of property located at the Southeast corner of the intersection of Second Street and Lafayette Street, which property is more fully described as follows, to-wit:

That certain tract of ground shown, together with all buildings and improvements situated thereon, located in the City and Parish of Natchitoches, Louisiana, being more fully shown and depicted as Tract "A-1A" on a plat of survey by Robert L. Davis, dated February 9, 2010. (sometimes hereinafter referred to as "City Property"); and

Frederick is the owner of a tract of land located in the City of Natchitoches, being more particularly described as follows, to-wit:

That certain tract of land, located and situated in City of Natchitoches, Louisiana, located on Front Street, within the block bounded by Front Street, Lafayette Street, Ducournau Street and Horn Street, and having a frontage on Front Street of 76.7 feet and being

bounded on the East by Front Street, on the North by property, owned now or formerly, by Natchitoches Motor Company, on the West by Ducournau Street, and on the South by property, owned now or formerly, by Cloutier. (sometimes hereinafter referred to as "Frederick Property"); and

That a question has arisen concerning the respective boundaries of the properties between the City on the one hand and Frederick on the other hand, and the location of a parking lot associated with the Frederick Property along the property line.

In order to set boundary forever and to avoid any future misunderstanding, it is agreed and understood that the respective boundaries of property owned by the City on the one hand and of property owned by Frederick on the other hand, shall henceforth be that line between points 4 and 7 as shown and depicted on that plat of survey prepared by Robert Lynn Davis, PLS, dated November 5, 2014, a copy of which is attached hereto and made a part hereof, which said plat depicts the boundary line between the properties of the parties as follows:

From the intersection of the southernmost right of way of Lafayette Street and the westernmost right of way of Front Street, thence North 82 degrees 27 minutes 50 seconds West a distance of 202.02 feet; thence South 8 degrees 32 minutes 46 seconds West a distance of 172.80 feet to Point 7 as shown and depicted on the November 5 2014 survey by Robert Lynn Davis, and being the Point of Beginning of the Boundary Line described herein; thence from the Point of Beginning North 80 degrees 56 minutes 00 seconds West a distance of 113.79 feet to Point 6 as shown and depicted on the November 5 2014 survey by Robert Lynn Davis.

(Sometimes hereinafter referred to as "**BOUNDARY LINE**")

The above described boundary line shall henceforth be the true boundary line between the properties of the parties and the City shall be the owner of all properties located to the North of the said boundary line and Frederick shall be the owner of all of the property located to the South of the said boundary line.

The parties further declare that it is agreed and understood that irrespective of the title by which the parties acquired the respective properties, that the **Boundary Line** as described above, describes the property boundary between the properties of the parties hereto and the said **Boundary Line** shall be binding on the heirs, successors and assigns of the parties.

Insofar as necessary, it is shown that the parties agree extra-judicially to the establishment of the **Boundary Line** as described above.

Appearers, in consideration of the settlement of any controversy that they might have and the

mutual advantages received by each in being able to reconcile their differences without being obligated to resort to legal proceedings, they do hereby grant, bargain, sell, convey, transfer, set over and deliver, to the other, with all legal warranties, and with full guarantee against all claims, evictions, donations, alienations, or encumbrances whatsoever, and to recognize the ownership of each, in the properties described as follows:

The City conveys to Frederick all right, title and interest in and to all that property located to the South of the **Boundary Line** as described above, and does specifically convey any right title and interest in and to the following described property, to-wit:

That certain tract of ground, situated in the City and Parish of Natchitoches, Louisiana, being 140 square feet, more or less, and being located in that block bounded by Lafayette Street, Front Street, Horn Street and Second Street, shown and depicted on a survey by Robert Lynn Davis, dated November 5, 2014, and described thereon as follows, to-wit:

From the intersection of the southernmost right of way of Lafayette Street and the westernmost right of way of Front Street, thence North 82 degrees 27 minutes 50 seconds West a distance of 202.02 feet; thence South 8 degrees 32 minutes 46 seconds West a distance of 172.80 feet to the Point of Beginning of the property described herein; thence from the Point of Beginning South 8 degrees 32 minutes 46 seconds West a distance of 1.24 feet; thence North 80 degrees 56 minutes 00 seconds West a distance of 113.81 feet; thence North 9 degrees 20 minutes 5 seconds East a distance of 1.22 feet; thence South 80 degrees 56 minutes 45 seconds East a distance of 113.79 feet to the Point of Beginning.

Frederick conveys to the City all right, title and interest in and to all that property located to the North of the **Boundary Line** as described above.

Following the Boundary Agreement, Frederick shall be the owner of all properties located to the South of the said **Boundary Line** as described above, and the City shall be the owner of all property located North of the **Boundary Line** as described above.

Each party recognizes that the other parties are in possession of the property received by each of them in this Boundary Agreement, each recognize unequivocally and finally, the ownership of the others of the properties as just hereinabove described.

All parties understood and agreed that this Agreement is made without warranty, either express, implied or otherwise provided by law, with respect to the condition, quality, durability or suitability of any improvements on the property herein conveyed, all parties acknowledge that the properties are conveyed "as is" and all parties expressly waive and relinquish any right they may have

to claim the avoidance of this sale or reduction of the purchase price on account of any vices or defects, in and to the property herein acquired by them, all parties expressly waiving and renouncing all rights to an action in redhibition, to rescind this exchange, or to request reduction in purchase price because of any vice or defect in the property. All parties specifically acknowledge that these terms and conditions are considered by the parties to this exchange in concluding this transaction.

THUS DONE AND PASSED on this the 1st day of December, 2014,

before me the undersigned Notary Public and subscribing witnesses at Natchitoches, Louisiana.

ATTEST:

Rachael Byrd
Rachael Byrd

Emilyn M. Horton
Emilyn M. Horton

Adam Guilloz
Adam Guilloz

Janith C. Frederick Couvillion
By: Luke Frederick,
agent and attorney in fact

Suzanne F. Bolton
NOTARY PUBLIC
SUZANNE F. BOLTON
NOTARY PUBLIC # 66021
STATE OF LOUISIANA
NATCHITOCHES PARISH
My Commission Expires with Life

THUS DONE AND PASSED on this the 8 day of December, 2014,

before me the undersigned Notary Public and subscribing witnesses at Natchitoches, Louisiana.

ATTEST:

Lee Posey

CITY OF NATCHITOCHES, LOUISIANA

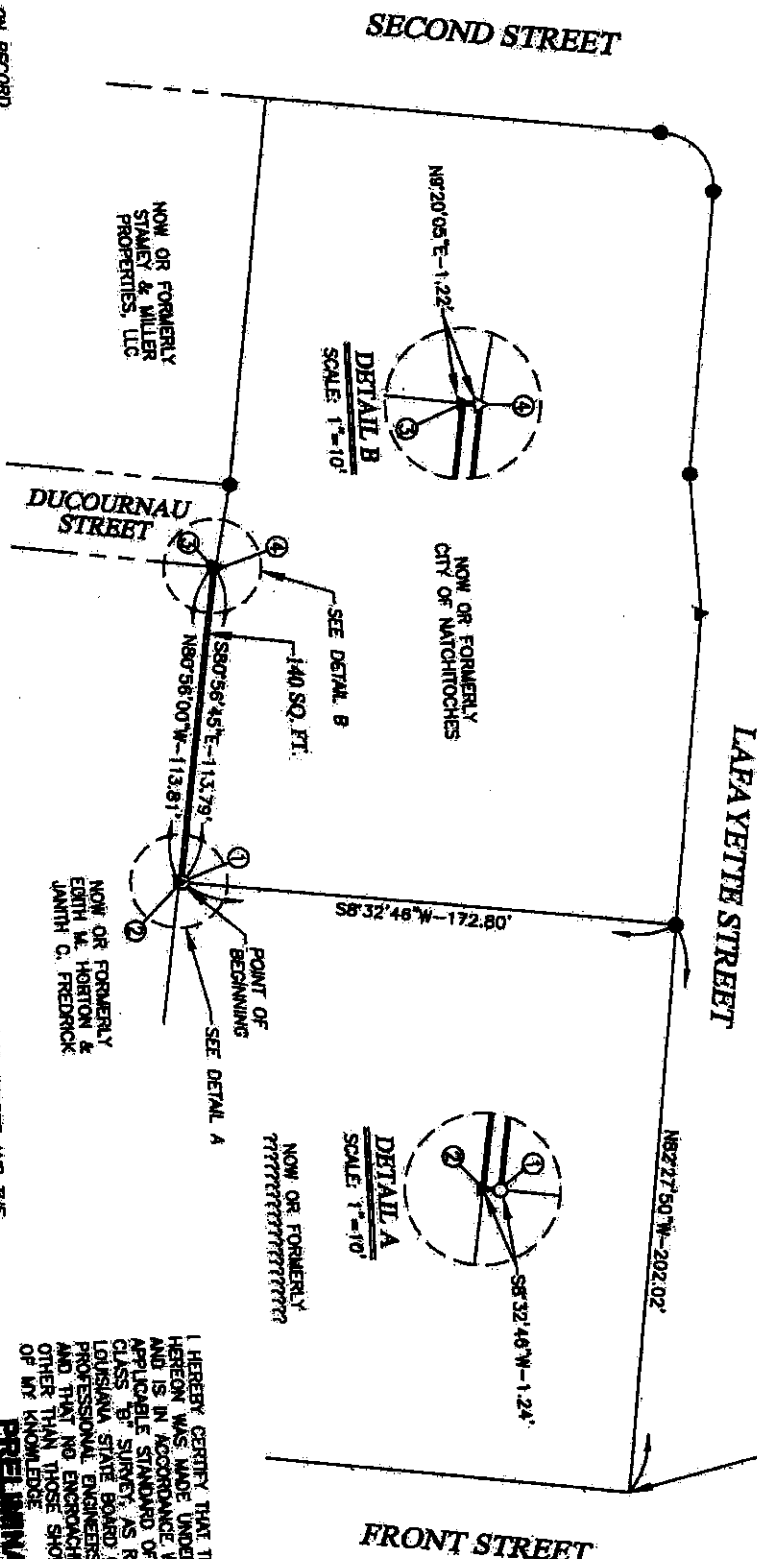
Lee Posey
By: Lee Posey

Suzanne Bolton

NOTARY PUBLIC

SURVEY SHOWING
A 140 SQUARE FOOT TRACT
LOCATED ON DUCOURNAU STREET IN THE CITY OF NATCHITOCHEES
NATCHITOCHEES PARISH, LOUISIANA

POINT OF COMMENCEMENT
INTERSECTION OF THE SOUTHERNMOST
RIGHT OF WAY OF LAFAYETTE STREET
AND THE WESTERNMOST RIGHT OF WAY
OF FRONT STREET



I HEREBY CERTIFY THAT THE SURVEY SHOWN
HEREON WAS MADE UNDER MY SUPERVISION
AND IS IN ACCORDANCE WITH THE CURRENT
APPLICABLE STANDARD OF PRACTICE FOR A
CLASS 'B' SURVEY, AS REQUIRED BY THE
LOUISIANA STATE BOARD OF REGISTRATION FOR
PROFESSIONAL ENGINEERS & LAND SURVEYORS,
AND THAT NO ENCUMBRANCES WERE VISIBLE
OTHER THAN THOSE SHOWN TO THE BEST
OF MY KNOWLEDGE.

PRELIMINARY
ROBERT LYNN DAVIS, P.L.S. No. 4620
PROFESSIONAL LAND SURVEYOR

- NOTES:
1. BEARINGS ARE BASED ON RECORD BEARINGS AS SHOWN ON PLAT FOR HOTEL ST. DENIS, LLC BY ROBERT LYNN DAVIS, P.L.S. DATED SEPTEMBER 18, 2008.
 2. EXCEPT AS SPECIFICALLY SHOWN OR STATED ON THIS PLAT, THIS SURVEY DOES NOT PURPORT TO REFLECT ANY OF THE FOLLOWING: UTILITY LOCATIONS, ZONING, RESTRICTIVE COVENANTS, SETBACKS, IMPROVEMENTS OR EASEMENTS.
 3. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY THIS SURVEYOR.
 4. THIS SURVEY IS VALID ONLY IF PRINTED WITH ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.



- LEGEND:
- - END, 1/2" IRON ROD.
 - - SET, 1/2" IRON ROD.
 - △ - CHIPPED X IN CONG.
 - △ - CHIPPED X IN CONCRETE.

FOR: **THE CITY OF NATCHITOCHEES**
REQUESTED BY: **RANDY LACAZE**

PROJECT No.	19514B
DRAWN BY	JRD
CHECKED BY	RLD
DATE	NOVEMBER 5, 2014

DAVIS SURVEYING & MAPPING, L.L.C.
926 THIRD STREET
NATCHITOCHEES, LA 71457
PH. (318) 336-9050

The following Ordinance was introduced by Ms. Morrow at the Natchitoches City Council meeting held on December 8, 2014 as follows:

ORDINANCE NO. 051 OF 2014

AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF NATCHITOCHES AND FOSHEE DUSTING CO., INC., OF A LOT IN THE NATCHITOCHES REGIONAL AIRPORT AND AUTHORIZING THE MAYOR OF THE CITY OF NATCHITOCHES, LEE POSEY, TO EXECUTE A LEASE IN FAVOR OF FOSHEE DUSTING CO., INC., AND FURTHER PROVIDING FOR ADVERTISING OF THE LEASE AND AN EFFECTIVE DATE.

WHEREAS, the City of Natchitoches is the owner of the following described property, which is located in the Natchitoches Regional Airport, to-wit:

A certain parcel of land located at the Natchitoches Regional Airport, containing 0.44 acre, and being more particularly described and shown on a certificate of survey dated March 21, 1994 prepared by Jack E. Farmer, PLS, which description is incorporated herein by reference. (Sometimes hereinafter referred to as "Leased Premises").

(It is understood that this lease shall be limited to the 0.44 acre described within the black line on the survey by Farmer, and any other portions, previously leased by the LESSEE, are hereby released.)

; and

WHEREAS, the Airport Manager, Larry Cooper, has negotiated the terms of a lease with Foshee Dusting Co., Inc., of the Leased Premises, and the terms of the proposed lease have been approved by the Natchitoches Airport Commission; and

WHEREAS FURTHER, the terms of the lease are for a ten (10) year period, with consideration of One Thousand Nine Hundred Sixteen and 64/100 (\$1,916.64) Dollars per year, all as set forth in the attached Lease Agreement by and between the City of Natchitoches, and Foshee Dusting Co., Inc.; and

WHEREAS FURTHER, the City desires to lease the Leased Premises, under the terms set forth above and more particularly set forth in the lease attached hereto.

NOW THEREFORE, BE IT ORDAINED by the City Council in legal session convened as follows:

(1) That after due proceedings and advertisement, the said City does lease that property described as a 0.44 acre, and being more particularly described and shown on a certificate of survey dated March 21, 1994 prepared by Jack E. Farmer, PLS, to Foshee Dusting Co., Inc., for the term of ten (10) years, with the annual consideration of One Thousand Nine Hundred Sixteen and 64/100 (\$1,916.64) Dollars.

(2) That notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.

(3) That any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within thirty (30) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

(4) That the Mayor, Lee Posey, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a lease in favor of Foshee Dusting Co., Inc., leasing that property more fully described as a 0.44 acre, and being more particularly described and shown on a certificate of survey dated March 21, 1994 prepared by Jack E. Farmer, PLS, for the term of ten (10) years, with the annual consideration of One Thousand Nine Hundred Sixteen and 64/100 (\$1,916.64) Dollars.

(5) That the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

(6) That the City takes cognizance of the fact that the property described above is not needed for public purposes by the City.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

LEASE AGREEMENT

BE IT KNOWN that this agreement is made and entered into on this the _____ day of _____, 2014, before the undersigned Notaries Public and subscribing witnesses, by and between:

THE CITY OF NATCHITOCHES, LOUISIANA, a Municipal Corporation, with mailing address of P. O. Box 37, Natchitoches, Louisiana, 71458-0037, represented herein by Lee Posey, Mayor, pursuant to an Ordinance No. _____, of 2014 adopted by the City Council of the City of Natchitoches on the _____ day of _____, 2014, the City of Natchitoches hereinafter referred to as the "**LESSOR**",

AND

FOSHEE DUSTING CO., INC., a Louisiana corporation domiciled in Natchitoches Parish, Louisiana, and represented herein by Paul Foshee, Jr., President, duly authorized to act herein, hereinafter referred to as the "**LESSEE**"

who declared as follows, to-wit:

1.

That for and in consideration of the rents, covenants, and agreements herein set out, to be faithfully paid, kept and performed by the Lessee, Lessor hereby leases and lets to said lessee the following plot of ground, to-wit:

A certain parcel of land located at the Natchitoches Regional Airport, containing 0.44 acre, and being more particularly described and shown on a certificate of survey dated march 21, 1994 prepared by Jack E. Farmer, PLS, which description is incorporated herein by reference.

(It is understood that this lease shall be limited to the 0.44 acre described within the black line on the survey by Farmer, and any other portions, previously lease by the LESSEE, are hereby released.)

2.

In consideration for the use of said Tract and the privileges incidental thereto, Lessee agrees to pay Lessor the sum of One Thousand Nine Hundred Sixteen and 64/100 (\$1,916.64) Dollars, per year, payable in advance each year with the first payment being paid herewith, receipt of which is acknowledged. Successive annual rental payments shall be due on the anniversary

date of this lease each year throughout the term of this lease. This amount is calculated on the basis of Ten Cents (\$0.10) per square foot for the area described above, which said Tract has a total of 19,166.4 square feet.

After five years, January of 2020, the rental under this lease shall be adjusted to reflect the changes in the purchasing power of the dollar, whether upward or downward, as follows:

The base for the purpose of rental adjustment shall be the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the 1st of January 2015. The difference between the Index figure for January 1, 2015, and the figure published for that January immediately preceding any renewal term hereunder shall be determined and computed as a percentage of change. This percentage of the base rent shall be added to the annual base rent, or subtracted from it if the change be downward, and the sum shall constitute the annual rent for the renewal term.

If any change is made by the United States Government in the formulation or method under which the Consumer Price Index is computed, then the parties agree that an appropriate adjustment in computing the rent for any renewal term shall be made by the parties, and if they are unable to agree on such adjustment, then said adjustment shall be submitted to arbitration under the rules of the American Arbitration Association.

All payments are to be made to the order of the City of Natchitoches, at the City Hall.

3.

The term of this lease shall be for a ten year period, from January 1, 2015, through December 31, 2019.

4.

Lessee may not assign the lease, or sub-let the lease, or transfer same in any manner, without the prior consent of the City Council, with the advice and consent of the Natchitoches Regional Airport Advisory Commission.

5.

It is understood and agreed that the leased premises are a part of the Natchitoches Regional Airport and nothing herein shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 (A) of the Civil Aeronautics Act of 1958. It is understood

and agreed that Lessee shall have the privilege of use of runways, taxi strips and parking space without additional charges.

The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions that would limit the usefulness of the Airport or constitute a hazard to aircraft.

6.

The premises shall be used by Lessee only for the purpose of aeronautics, storage, rental, maintenance and servicing of aircraft and equipment owned by Lessee, Sub-Lessees or their respective subsidiary and affiliated companies and for no other purpose.

7.

LESSEE shall have the privileges to continue to maintain, keep and repair the hangar and other appurtenances, previously erected on the premises by LESSEE, for its private use. It is understood that the LESSEE shall abide by the Sanitary Code of the City of Natchitoches, and any other codes proscribed by the City. LESSEE shall have the right and privilege of installing electricity, water, gas and telephone at its cost. It is expressly agreed between the parties that any building or other structure erected by the LESSEE shall remain the property of the LESSEE at the expiration of this lease, or extension thereof, provided however, that the LESSOR shall have the right and option to purchase such buildings from LESSEE at a sum to be determined by three appraisers, one to be selected by LESSOR and one by LESSEE, and one selected by the appraisers. If the City does not exercise its right and option, to purchase the property after written notification of its intention not to purchase to the LESSEE, the LESSEE has the right of remove the building within sixty (60) days, in default of which all buildings and improvements of every kind left on the land shall become exclusive property of the City. LESSEE shall have the right to sub-lease, including buildings which it erects at its own expense, provided that the sub-lease shall take such premises subject to the terms and conditions of this lease, and provided the City approves the sub-lease in writing.

The Lessee will carry fire, windstorm and tornado insurance on any buildings erected on the leased premises, and the Lessor shall have no responsibility for any buildings or improvements

erected on the premises during the term of this lease.

8.

Lessee shall pay all costs of electric current, water and all fuel used at and upon the said above described premises.

9.

The Lessee shall not store or sell gasoline or aviation fuel on the leased premises; however, Lessee may store aviation fuel on the premises for use in aircraft owned or operated by the Lessee. The Lessee shall pay a ten cent per gallon flow fee for any fuel that is purchased from a source other than the Natchitoches Regional Airport, or the designated airport operator.

10.

As a part of the consideration for this lease, Lessee covenants and agrees to maintain all buildings located thereon in a good and safe condition and as neat and clean as practicable, and no noxious activities shall be conducted on the premises.

Lessor, its agents and assigns, shall have the right to enter the leased premises at any reasonable time throughout the term of this lease for any reasonable purpose, including inspection of the general condition and state of repair of the leased premises.

11.

Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by any proper authority having jurisdiction over the conduct and operation of the Airport and aircraft using it.

12.

This lease cannot be modified or changed except upon written agreement of the parties hereto.

13.

This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the Airport. This lease is further subject to the approval and

any requirements imposed by the FAA or any other governmental agency having jurisdiction over the Natchitoches Regional Airport, and shall be subordinate thereto.

14.

During the time of war or National emergency, the Lessor shall have the right to lease any part hereof to the United States Government for Military or Naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

15.

If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants or conditions for a period of thirty (30) days after written notices to cease such violations, Lessor may at once, if it so elects, terminate this lease and take possession of the premises. In the event of such termination, Lessee, at its option, may remove any buildings, tanks, pumps, or other structures or facilities (except paved area) within sixty (60) days after such termination.

16.

Lessee hereby covenants and agrees to have or obtain, and maintain in force, a policy or policies of insurance satisfactory to Lessor sufficient in form to protect Lessor and the public against damages and liability arising from the operations of lessee in an amount of \$500,000 for each person, and \$1,000,000 for each incident against bodily injury liability, and the sum of \$200,000 for each accident resulting in damage to property.

17.

In the event that Lessor, in the development of its regional airport, should require the leased premises for other purposes, Lessor shall have the right and obligation to provide other suitable premises for Lessee; provided, however, Lessor shall pay to Lessee all costs of removal to the new location or locations, either by constructing similar facilities at the new location or by paying the cost of moving and re-erecting the hangar, tanks, pumps and other facilities of Lessee, such costs to include the full replacement cost of those items which cannot be economically moved.

18.

Lessee, in exercising any of the rights or privileges herein granted to it, shall not, on the

grounds of race, color, or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 21 of the Regulations of the Office of the Secretary of Transportation, a copy of which is on file in the Airport Manager's office. Lessor is hereby granted the right to take such action, anything to the contrary herein notwithstanding, as the United States may direct to enforce this non-discrimination covenant.

IN WITNESS WHEREOF, the City of Natchitoches, in the presence of the undersigned witnesses and Notary Public, executed this Lease on this _____ day of 2014, at Natchitoches, Louisiana.

**CITY OF NATCHITOCHES,
LOUISIANA**

WITNESS

By: _____
LEE POSEY, MAYOR

WITNESS

NOTARY PUBLIC

Print Name: _____

Notary # _____

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

IN WITNESS WHEREOF, Foshee Dusting Co., Inc., through its President, Paul Foshee, Jr., in the presence of the undersigned witnesses and Notary Public, executed this Lease on this ____ day of _____, 2014, at Natchitoches, Louisiana.

WITNESS

FOSHEE DUSTING CO, INC.

BY: _____
PAUL FOSHEE, JR., PRESIDENT

WITNESS

NOTARY PUBLIC

Print Name: _____

Notary # _____

The following Ordinance was introduced by Mr. Stamey at the Natchitoches City Council meeting held on December 8, 2014 as follows:

ORDINANCE NO. 052 OF 2014

AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ADVERTISE AN AIRPORT HANGER LEASE FOR MAINTENANCE SHOP, ESTABLISHING THE TERMS AND CONDITIONS FOR SAID LEASE WHICH WILL INCLUDE OBLIGATION OF LESSEE TO PROVIDE AN EXPERIENCED AIRCRAFT MECHANIC AND AIRCRAFT MECHANICS SHOP FOR FIXED WING AND ROTOR WING AIRCRAFT, AUTHORIZING MAYOR TO EXECUTE LEASE AFTER DUE ADVERTISEMENTS AND COMPLIANCE WITH LAW IN ACCORDANCE LOUISIANA REVISED STATUTES 2:135.1.

WHEREAS, the City of Natchitoches, Louisiana, desires to lease certain property at the Natchitoches Regional Airport which includes a hangar and all appurtenances pertaining thereto; and

WHEREAS FURTHER, the purpose of the lease is to retain a lessee who will operate a full-time mechanic shop for the maintenance and repair of fixed wing and rotor wing aircraft to be situated on the leased premises; and

WHEREAS FURTHER, the property to be leased is more particularly described as follows:

Lot 5 of Natchitoches Regional Airport as per the Airport Layout Plan, containing 0.92 acre, as is more fully shown on a Certificate of Survey by A. J. Brouillette, R. S., dated August 29, 1974, recorded in Conveyance Book 336, page 208, all of the Records of Natchitoches Parish, Louisiana, together with all improvements including the hangar and all appurtenances pertaining thereto, situated on said Lot 1.

WHEREAS FURTHER, the proposed lease is on file with the City Clerk and provides, among other things, for the following terms and conditions, to-wit:

The initial term of the lease will be for a period of not less than 5 years, with a monthly rental of not less than Two hundred twenty (\$220.00) dollars, with one (1) option for an additional five year period, with rental adjusted in accordance with an escalation clause;

Lessee will pay all utilities and will provide for all major maintenance and upkeep of the hangar and grounds adjacent to the hangar;

No gasoline sales to the public will be permitted on the premises by the lessee;

Lessee will provide for the operation of a full-time mechanic shop for the repair and maintenance of fixed wing and rotor wing aircraft; including the providing of at least one qualified mechanic;

Lessee must comply with all requirements of the Federal Aviation Administration and the Division of Aviation, Louisiana Department of Transportation and Development;

Lessee will comply with all standard requirements and obligations contained in customary City airport facility leases, and in particular with those terms and conditions contained in the sample lease on file with the City Clerk.

Lessee will provide for liability insurance in amount sufficient to the requirements of the City.

WHEREAS FURTHER, the presence of a certified aviation maintenance facility is very important to the continued success and development of the Natchitoches Regional Airport, and the proposed lease includes a condition that the lessee will provide a certified aviation maintenance facility during the term of the lease and any extension thereof; and

WHEREAS FURTHER, the proposed lease has been reviewed by the Natchitoches Airport Advisory Commission and approved by that body which recommends same to the City Council;

NOW THEREFORE, BE IT ORDAINED by the City Council that said sample lease (which is attached to this ordinance) be filed with the City Clerk, and that this Ordinance be published in the Natchitoches Times, once a week for three consecutive weeks.

BE IT FURTHER ORDAINED that after due proceedings and advertisement, the said City does lease that property described as:

Lot 5 of Natchitoches Regional Airport as per the Airport Layout Plan, containing 0.92 acre, as is more fully shown on a Certificate of Survey by A. J. Brouillette, R. S., dated August 29, 1974, recorded in Conveyance Book 336, page 208, all of the Records of Natchitoches Parish, Louisiana, together with all improvements including the hanger and all appurtenances pertaining thereto, situated on said Lot 1.

to Christopher Smith d/b/a AEROMECH, for the term of five (5) years, with an option for an additional five (5) years, with the initial annual consideration of \$220.00.

BE IT FURTHER ORDAINED that notice of this proposed ordinance be published three (3) times in fifteen (15) days, one (1) week apart, in the Natchitoches Times, the legal journal for the City, and that ordinance be posted in the City Hall.

BE IT FURTHER ORDAINED that any opposition to this ordinance shall be made in writing, filed with the Clerk for the City of Natchitoches within fifteen (15) days after the first publication of this ordinance, and that a public hearing be held after the advertisements have been completed.

BE IT FURTHER ORDAINED that the Mayor, Lee Posey, be and he is hereby authorized, after due proceedings had, and after the legal delays have run, to execute a lease in conformity with the terms set forth above.

BE IT FURTHER ORDAINED that the City Clerk be authorized to advertise this proposed lease in accordance with law, i.e., three times in fifteen days, one week apart and to report to the City Council if any opposition is made in writing prior to the time of final adoption.

BE IT FURTHER ORDAINED that the City takes cognizance of the fact that the property described above is not needed for public purposes by the City.

BE IT FURTHER ORDAINED by the City Council, in legal session convened, that the Mayor, Lee Posey, be authorized to incorporate in the said lease such terms and conditions as he deems appropriate, using the said sample lease guidelines, but he is authorized to make such changes or additions as he deems necessary to reflect the general

intent of this ordinance and the advertisement of bids, and said Mayor is further authorized to execute said lease at such time as the legal delays have run, the bids have been opened and read aloud, and a successful bidder has been selected by the City Council.

This ordinance was introduced on this the 8th day of December, 2014, at a regular meeting of the City Council.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

AIRPORT HANGER LEASE FOR AIRCRAFT MAINTENANCE SHOP

BE IT KNOWN, that on the dates and at the places indicated below, before the undersigned Notaries Public and subscribing witnesses, personally came and appeared:

THE CITY OF NATCHITOCHES, a Louisiana municipal corporation organized and operating under a Home Rule Charter, represented herein by Lee Posey, Mayor, duly authorized to act herein by Ordinance No. _____ of 2014, a copy of which is attached hereto and made a part hereof (hereinafter called "**CITY**" or "**LESSOR**");

AND

Christopher Smith d/b/a AERO-MECH, with mailing address of 510 Airport Road, Natchitoches, Louisiana, 71457, (hereinafter called "**LESSEE**")

BOTH OF WHOM DECLARED AS FOLLOWS:

1.

The **LESSOR** hereby leases to the **LESSEE**, the following described property, to-wit:

Lot 5 of Natchitoches Regional Airport as per the Airport Layout Plan, containing 0.92 acre, as is more fully shown on a Certificate of Survey by A. J. Brouillette, R. S., dated August 29, 1974, recorded in Conveyance Book 336, page 208, all of the Records of Natchitoches Parish, Louisiana, together with all improvements including the hanger and all appurtenances pertaining thereto, situated on said Lot 5.

2.

The initial or primary term of this lease shall be for a period of five (5) years, commencing on the 1st day of January, 2015, and continuing through midnight on the 31st day of December, 2019.

3.

The rental for this lease shall be the payment by the **LESSEE** to the **LESSOR** of the sum of \$220.00 per month, payable in advance the first day of each month, commencing on the 1st day of January, 2015, and continuing on the same day of each successive month throughout the

term of this lease. In the event of failure to pay any months' rent within ten (10) days of due date, the **LESSEE** agrees to pay a penalty of \$50.00 for each late payment.

All payments are to be made to the order of the City of Natchitoches, at the City Hall.

As additional consideration and a condition of this lease, the **LESSEE** agrees to maintain an aviation maintenance facility for the maintenance and repair of fixed wing and rotor wing aircraft for the public at the Natchitoches Regional Airport during the term of this lease or any extension thereof. **LESSEE** further agrees to employ at least one (1) full-time, qualified aircraft mechanic, keeping current all related maintenance and airframe licensing. **LESSEE** will provide for all necessary tools, equipment and machinery necessary for the operation of a full service aircraft mechanic shop.

4.

The **LESSEE** is given the option to extend the term of this lease for an additional five year period, under the same terms and conditions. If the **LESSEE** desires to exercise this option, it must notify the **CITY** in writing of its intention to extend the lease at least sixty (60) days prior to the termination date of the initial term.

5.

It is understood and agreed that the leased premises are a part of the Natchitoches Regional Airport and nothing herein shall construed to grant or authorized the granting of an exclusive right within the meaning of Section 308(A) of the Civil Aeronautics Act of 1958. The **LESSEE** understands and agrees that the lease is subordinate to any rules, regulations, and orders of the Federal Aviation Administration and the Division of Aviation, Louisiana Department of Transportation and Development. During the time of war or National emergency, the **CITY** has the right to lease any part hereof to the United States Government for Military or Naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the provisions of the lease of the government shall be suspended.

6.

The premises shall be used by **LESSEE** only for the purpose of operating an aircraft mechanics shop, including the repair, maintenance, and servicing of fixed wing and rotor wing aircraft, and related purposes. No portion of the leased premises shall be used for any other purpose and the **LESSEE** is specifically prohibited from subleasing all or any portion of the leased premises or assigning this lease in whole or part to any other person or firm without the express written permission of the **CITY**.

7.

a. **LESSEE** will pay all utilities and provide for all major maintenance and upkeep of the hanger and grounds adjacent to the hanger subject to this lease, but shall not be responsible for maintenance or repairs to the overhead door system. It is understood that the **LESSEE** shall abide by the Sanitary Code of the City of Natchitoches, and any other codes prescribed by City. **LESSEE** shall have the privilege of installing electricity, water, gas, telephone, and other utilities at its cost. All utility costs shall be borne by the **LESSEE**.

b. The **LESSEE** shall not sell gasoline or aviation fuel on the premises. The **LESSEE** shall have the right to store aviation fuel or the exclusive use of **LESSEE**, but all storage and dispensing equipment, tanks, and appurtenances shall comply with all local, state, and federal law and regulations.

c. Any mechanics, helpers, or other employees of the **LESSEE** all be the employees of the **LESSEE** and it is specifically understood and agreed that such employees are employees of the **LESSEE** and not the City. It is understood that this is a Lease agreement and this contract shall not be construed in any fashion at would make the **LESSEE** or its employees as agents or employees the **CITY** in any way.

d. The leased premises are in good condition and the **LESSEE** accepts same in said condition, and covenants and agrees to maintain all buildings and other improvements located thereon in a good and safe condition and as neat and clean as practicable. No noxious activities shall be conducted on the premises.

e. During the term of this lease the **LESSEE** shall be responsible, at its cost, for the maintenance and repair of all electrical, plumbing, and mechanical facilities on the leased premises, and shall return same in such condition as received at the conclusion of this lease. The **CITY** shall not be responsible for any maintenance and/or repair of the building or improvements except for structural repairs to the roof and ceiling of the hanger.

f. The **LESSEE** shall have the right to install such equipment and machinery as it deems necessary to carry on its contemplated activities, but agrees that it will not damage the hanger or other improvements in the installation of such equipment. The **LESSEE** agrees to remove all of its equipment within thirty days after the termination of this lease. If such equipment is not removed, the **CITY** may remove and store said equipment and charge the **LESSEE** for the actual out-of-pocket expenses incurred, plus a storage fee of \$70.00 per week, or fraction thereof.

g. **LESSEE** hereby covenants and agrees to protect, indemnify and hold harmless **LESSOR** against loss or damage (including damage to persons or property), arising from the operation and negligent acts of **LESSEE**, or its agents, officers, employees, or invitees, and shall have or obtain, and maintain in force, a policy or policies of insurance with companies satisfactory to the **CITY**, efficient in form to protect the **CITY** and the public against damages and liability arising from the operations of **LESSEE** in an amount not less than \$500,000.00 per occurrence.

h. The **CITY** will carry such fire or other casualty insurance on the building as it elects, and the **CITY** shall have responsibility for the carrying of such insurance.

8.

If the **LESSEE** shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants or conditions for period of fifteen (15) days after written notices to cease such violations, **LESSOR** may at once, if it so elects, terminate this lease and take possession of the leased premises, reserving the right to sue for any past due rent or other damages, including attorney fees.

9.

In the event that the **LESSEE** should exercise its option to extend the lease for an

additional five year period, then in that event, the rental under this lease shall be adjusted to reflect the changes in the purchasing power of the dollar, whether upward or downward, as follows:

The base for the purpose of rental adjustment shall be the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor for the 1st of January 2015. The difference between the Index figure for January 1, 2015, and the figure published for that January immediately preceding any renewal term hereunder shall be determined and computed as a percentage of change. This percentage of the base rent shall be added to the annual base rent, or subtracted from it if the change be downward, and the sum shall constitute the annual rent for the renewal term.

If any change is made by the United States Government in the formulation or method under which the Consumer Price Index is computed, then the parties agree that an appropriate adjustment in computing the rent for any renewal term shall be made by the parties, and if they are unable to agree on such adjustment, then said adjustment shall be submitted to arbitration under the rules of the American Arbitration Association.

10.

The lease cannot be modified or changed except upon written agreement of the parties hereto.

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THUS DONE AND SIGNED by the parties on this the ____ day of _____, 2015,
before the undersigned Notary Public and witnesses, at Natchitoches, Louisiana.

WITNESSES:

CITY OF NATCHITOCHES, LOUISIANA

By:

Lee Posey (Mayor)
(Lessor)

Daniel T. Murchison, Jr.
Bar Roll No. 20307

STATE OF LOUISIANA

PARISH OF NATCHITOCHES

THUS DONE AND SIGNED by the parties on this the ____ day of _____,
2015, before the undersigned Notary Public and witnesses, at Natchitoches, Louisiana.

WITNESSES:

AERO-MECH, INC.

By: _____
Christopher Smith
(Lessee)

Christopher Smith, Individually
(Lessee)

Notary Public
Notary No. _____

The following Resolution was introduced by Mr. Payne and Seconded by Mr. Stamey as follows, to -wit:

RESOLUTION NO. 120 OF 2014

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MIDWEST EMPLOYERS CASUALTY COMPANY FOR THE WORKERS' COMPENSATION EXCESS COVERAGE POLICY FOR THE CITY OF NATCHITOCHES

WHEREAS, the Insurance Committee has reviewed the proposals submitted by Midwest Employers Casualty Company, for the handling of the worker's compensation excess coverage policy for the City of Natchitoches; and

WHEREAS, the annual premium for this contract is \$58,580.00 for the period January 1, 2015 through January 1, 2016; and

WHEREAS, it is the recommendation of the committee that the contract be awarded to Midwest Employers Casualty Company.

NOW, THEREFORE, BE IT RESOLVED that the Honorable Lee Posey, Mayor, is hereby authorized and empowered and directed to sign any and all documents necessary for the execution of this contract.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 8th day of December, 2014.



LEE POSEY, MAYOR

The following Resolution was introduced by Mr. Nielsen and Seconded by Mr. Payne as follows,
to -wit:

RESOLUTION NO. 121 OF 2014

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE AND ACCEPT
BIDS FOR THE ELECTRIC DISTRIBUTION EXTENSION ALONG
LA 478 TO I-49**

(BID NO. 0561)

WHEREAS, the City wishes to advertise for public bids for the Electric Distribution Extension Along LA 478 to I-49 (Bid No. 0561); and

WHEREAS, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana 71457 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana, and

WHEREAS, the City of Natchitoches will accept sealed and electronic bids for the project until 2:00 pm on Tuesday, January 6 , 2015 at the office of the Director of Purchasing, 1400 Sabine Street, and

WHEREAS, bids will be publicly opened and read aloud at the location and time herein above; and

WHEREAS, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Bryan Wimberly, Director of Utilities, Dale Nielsen, Councilman are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the city of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to

0 Nays on this 8th day of December, 2014.



LEE POSEY, MAYOR

The following Resolution was introduced by Mr. Mims and Seconded by Mr. Stamey as follows,
to -wit:

RESOLUTION NO. 122 OF 2014
A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE AND ACCEPT
BIDS FOR THE REHABILITATION OF THE CITY POOL
(BID NO. 0560)

WHEREAS, the City wishes to advertise for public bids for the Rehabilitation of The City Pool (Bid No. 0560); and

WHEREAS, sealed proposals shall be addressed to the City of Natchitoches, Office of the Director of Purchasing, 1400 Sabine Street, Natchitoches, Louisiana 71457 or received at the City of Natchitoches Purchasing Department, 1400 Sabine Street, Natchitoches, Louisiana; and

WHEREAS, the City of Natchitoches will accept sealed and electronic bids for the project until 2:00 pm on Tuesday, January 6 , 2015 at the office of the Director of Purchasing, 1400 Sabine Street, and

WHEREAS, bids will be publicly opened and read aloud at the location and time herein above; and

WHEREAS, upon receipt of proposals, the committee members consisting of Pat Jones, Director of Finance; Edd Lee, Director of Purchasing; Randy LaCaze, Director of Community Development, Don Mims, Councilman are to review and make a recommendation of the bids received.

NOW, THEREFORE, BE IT RESOLVED by the Council of the city of Natchitoches, in legal session convened, that the Honorable Lee Posey, Mayor, be and is hereby authorized, empowered and directed to order the publication of the above bid.

This Resolution was then presented for a vote, and the vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

THEREUPON, Mayor Lee Posey declared the Resolution passed by a vote of 5 Ayes to 0 Nays on this 8th day of December, 2014.



LEE POSEY, MAYOR

Ms. Fowler, Director of Planning & Zoning, informed the Council of the current condition of Mr. Robert Murphy's property at 820 July Street. Mr. Murphy came before the Council to request additional time to make repairs to the property and has failed to do so at this point. Mr. Nielsen made a motion, seconded by Mr. Stamey to add to the agenda for the City to move forward with the demolition of the property located at 820 July Street.

A roll call vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

All Council members agree Mr. Murphy has been given ample opportunity and time to make the necessary repairs to the property. After several months the condition of the property has not improved. Mr. Payne made a motion, seconded by Mr. Nielsen for the City to move forward with demolition at 820 July Street.

A roll call vote was recorded as follows:

AYES:	Payne, Nielsen, Mims, Stamey, Morrow
NAYS:	None
ABSENT:	None
ABSTAIN:	None

There will not be a City Council meeting on Monday, December 22, 2014.

The City of Natchitoches offices will be closed Wednesday, December 24th and Thursday, December 25, 2014 for the Christmas Holidays and Wednesday, December 31, 2014 and Thursday, January 1, 2015 for New Years.

The next scheduled City Council meeting will be January 12, 2015.

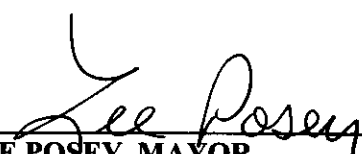
Mayor Posey stated this may be the most people we have had in town for the festival in a long time. He then thanked everyone from the City for continuing to do their part in making this a successful event. He wished everyone a Merry Christmas and Happy New Year!

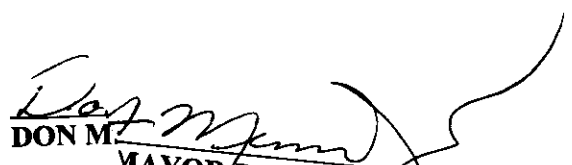
Mr. Nielsen stated he saw workers from the Utility Department working on set pieces one day before the festival and to him that shows dedication.

Ms. Morrow wanted to congratulate Mr. Wimberly and Mr. Braxton on their work at the MLK Triangle and always making that area look great at Christmas time and making it a place of pride for their community.

With no further discussion, the Mayor made a motion of adjournment and all were in favor.

The meeting was adjourned at 5:50 p.m.


LEE POSEY, MAYOR


DON MORROW
MAYOR PRO TEMPORE